

## Exhibit A

**PROVIDIAN NATIONAL BANK  
VISA® AND MASTERCARD®  
ACCOUNT AGREEMENT**

<b>ANNUAL PERCENTAGE RATE (APR)</b> for purchases and cash advances	21.99%
<b>Cash Advance Fee</b>	5% of the advance (\$3 minimum)
<b>FINANCE CHARGE</b>	
<b>Annual Fee</b>	\$39
<b>Late Fee</b>	\$29
<b>Overlimit Fee</b>	\$29
<b>Returned Payment Fee</b>	\$29

For Customer Service, to report lost or stolen Credit Cards, or if you have any questions, please call us toll-free:  
1-800-356-0011

Your VISA or MasterCard credit account (the "Account") allows you to make purchases by using your VISA or MasterCard card (the "Card") wherever it is honored, and to get cash advances from any participating financial institution. In this Agreement, "you" and "your" mean each person for whom we have opened an Account. "We," "our," "ours," and "us" mean Providian National Bank or its assignee. Any use of this Account constitutes acceptance of this Agreement. The Account may be used only for personal, family, household, or charitable purposes, and not for any business or commercial purpose. You and we agree as follows:

1. **Promise to Pay.** You promise to pay us when due all amounts borrowed when you or someone else uses your Account (even if the amount charged exceeds your permission), all other transactions and charges to your Account, and collection costs we incur, including, but not limited to, reasonable attorney's fees and court costs. (If we sue you to collect the debt and you win the suit, we will pay your reasonable attorney's fees and court costs.)

2. **Payments.** We will send you a monthly statement showing your outstanding balance. You will pay us in U.S. dollars (checks must be payable at a U.S. office of the bank the check is drawn on) at least the payment due as shown on your statement by the payment due date in accordance

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**PROVIDIAN**  
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with payment instructions on your monthly statement. The payment due will be 3% of the new balance shown on your statement, plus the amount of any past due payment, and may include the amount by which the new balance exceeds your credit line, plus fees for certain optional services. However, the payment due will not be less than \$15 (unless your new balance is less than \$15, in which case the payment due will be the amount of the new balance). If your Account is past due or above the credit line, we may require a higher minimum payment, but we will notify you before doing so. If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due.

When we receive your payment check, we may, at our discretion, keep the check and present it electronically to the financial institution on which the check is drawn. If we do so, we will provide you with a copy of the check at your request.

We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement.

1. **Finance Charges.** Finance charges begin to accrue on debt when it is included in either the daily purchase balance ("Purchase Balance") or the daily cash advance balance ("Cash Advance Balance") and continue to accrue until that balance is reduced by a payment or credit. The Purchase and Cash Advance Balance are reduced by payments as of the date received, and by credits as of the date posted. Normally, any payment amount we receive that exceeds the finance charges and is then due will first be used to pay the remaining Cash Advance Balance, and then, after the Cash Advance balance has been paid in full, will be used to pay any remaining Purchase Balance. However, we may apply your payments differently without further notice. Purchases are included in your Purchase Balance as of the date made (except cash advance fees) are included in the Purchase Balance as of the date posted. However, fees will

If we find that we made a mistake on your bill, you will not have to pay any finance charge related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up the missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you question your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### Special Rule for Credit Card Purchases

If you have a problem with the quality of the goods or services that you purchased with our credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. There are two limitations on this right: (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) the purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

To determine the average daily balance shown on your statement for purchases, add each day's Purchase Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. To determine the average daily balance shown on your statement for cash advances, add each day's Cash Advances Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. You can multiply each of these average daily balances by the number of days in the billing cycle and by the applicable daily periodic rate to obtain subtotals, and then add the two subtotals together to determine the total amount of your finance charges on balances for the billing cycle. If a cash advance transaction fee (see Fees, section 5) or credit line increase fee is charged, that amount is also a FINANCE CHARGE.

4. Changes. We may change any part of this Agreement or add or remove requirements, terms, or conditions after notice as required by law. If we change section 3, the new finance charge calculation will apply to your whole Account balance from the effective date of the change, whether or not the balance includes items posted to your Account before the change date and whether or not you continue to use the Account.

5. Fees. We may charge your Account \$29 for each billing cycle within which your Account is delinquent (late fee); each billing cycle within which your balance exceeds your credit line (overlimit fee); and each payment item that is returned to us unpaid (for example, bounced checks).

An annual fee of \$9 will be charged to your Account every 12 months. For a second Card issued on your Account, an additional \$20 annual fee will be charged for that Card. For cash advances, a transaction fee, which is a FINANCE CHARGE, will be charged that is the greater of \$3 or 5% of the cash advance amount. For Cards sent at your request through an express service, we may charge \$22, which is a FINANCE CHARGE. For each Card you ask us to replace, we may charge \$18. For copies of back statements that were first sent to you more than three months earlier, we may charge \$3 for each copy.

losing our right to enforce it or any other provision later. You waive the right to presentment, demand, protest, or notice of dishonor; any applicable statute of limitations; and any right you may have to require us to proceed against anyone before we sue you.

15. Applicable Law; Severability; Assignment. No matter where you live, this Agreement and your Account are governed by federal law and by New Hampshire law. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provision of this Agreement invalid or unenforceable, or impose any increased tax, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel the Card and your credit privileges and declare your Account balance immediately due and payable. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable, but we will have the right to cancel your Account and declare your balance immediately due, as provided in the preceding sentence. We may transfer or assign our right to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

16. Notices. Other notices to you shall be effective when deposited in the mail addressed to you at the address shown in our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address for Customer Service on your statement (or other addresses we may specify) and shall be effective when we receive it.

Cash Advance Balance, but not more than your available credit for purchases. We may also set a daily dollar limit on the cash advances you can receive at an Automated Teller Machine.

When we determine your available credit for a purchase or cash advance, we add to your balance any transactions that have been made or authorized but have not yet posted to your Account. If you send us a large payment check, or a check that we believe, based on your Account history, may be returned unpaid by your bank (a bounced check), we may limit your available credit temporarily by the amount of the check while we wait to hear from your bank. You may not use your Account for, and we may refuse to honor, any transaction that would cause you to exceed your available credit.

**7. Foreign Exchange/Currency Conversion.** If you use your Card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either a (i) government-manulated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased by one percent (1%). If a credit is subsequently given for a transaction, it will be decreased by one percent (1%). If the credit has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted to your Account. You agree to accept the converted amount in U.S. dollars.

**8. Merchant Relations.** We will not be liable if any person or Automated Teller Machine refuses to honor the Card or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card except as required by law. (See Special Rule below.)

**9. The Card; Cancellation.** You will return the Card to us at our request. The Card expires at the end of the month shown on it. We have the right not to renew the Card. At

any time after at least 30 days notice to you, or without notice if permitted by law, we may cancel the Card and your credit privileges. If your Card is canceled or not renewed, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. You may cancel your credit privileges by notifying us in writing, destroying the Card, and paying your entire statement balance by the date indicated on the statement that includes your final purchases, cash advances, charges, and fees. Your credit privileges will be canceled. You will still be responsible for paying any accrued finance charges and additional charges.

**10. Personal Information; Documents.** You will give us at least 10 days notice if you change your name, home or mailing address, telephone numbers, income, or job. You will promptly give us information about your financial affairs if we ask for it. We may get such information from others, including credit reporting agencies, and provide your address and information about your Account to others. We may also share information with our affiliates. However, you may write to us at any time instructing us not to share credit information with our affiliates. If you fail to fulfill any of your obligations under this Agreement, a negative credit report reflecting on your credit record may be submitted to credit reporting agencies.

**11. Customer Service; Unauthorized Use, Loss, or Theft of the Card.** Each Card must be signed on receipt. You will safeguard the Card and your Personal Identification Number (PIN), which provides access to Automated Teller Machines, from theft. You will keep your PIN separate from your Card. If you discover or suspect that the Card is lost or stolen, or that there may be an unauthorized transaction on your Account, you will notify us promptly by telephoning 1-800-356-0011. You will phone, even though you may notify us in writing, so we can act quickly to limit losses and liability. You are not liable for unauthorized use of your card occurring before you notify us. If you report or we suspect unauthorized use of your Account, we may suspend your

credit privileges until we resolve the problem to our satisfaction or issue you a new Card. To improve customer service and security, you agree that your calls may be monitored or recorded.

12. **Standard of Care.** Transactions in your Account will be processed mechanically without our necessarily reviewing every item. Our processing system will call our attention to certain items, which we will examine. We will examine all transactions when you report that your Card has been lost or stolen. We do not intend ordinarily to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care that we in good faith will exercise in administering your Account. Because of our limited review and because your Card transaction slips will not be returned to you with the monthly statement, you should be careful to keep a record of them. You should save your cash advance and purchase slips. You agree to check your monthly statements against your record and to notify us promptly of any unauthorized transactions or errors.

13. **Default.** You will be in default if you were not eligible for the Account at the time it was opened; if you fail to pay any amount due to us or to any other creditor; if you fail to comply with any part of this Agreement; if any information you gave us proves to be incomplete or false; upon your death, bankruptcy, or insolvency; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this Agreement. On your default, we may, without further demand or notice, cancel your credit privileges, declare your Account balance immediately due and payable, and invoke any remedy we may have. In the event of your default, the outstanding balance on your Account shall continue to accrue interest at the Annual Percentage Rate(s) disclosed in the Finance Charges section of this Agreement, even if we have sent you to collect the amount you owe.

14. **Waiver of Certain Rights.** We may delay or waive enforcement of any provision of this Agreement without

You may use our PaySmart<sup>SM</sup> service to make a single payment by phone from your personal checking account to your Account free of charge, as a courtesy, once during every calendar year. After that, we may charge your Account a fee of \$4.95 for each additional use of the service during that year. This fee is a **FINANCE CHARGE** and will apply even if the payment is returned for non-sufficient funds.

Your Account will be reviewed regularly for unsecured credit line increases. If we offer you a credit line increase, we will tell you if there is a fee. The maximum amount of this fee was disclosed to you when you applied for your Account and will in no case exceed \$99. A credit line increase fee is a **FINANCE CHARGE**.

(You may have paid a one-time processing fee in order to open the Account. If so, this fee was a **FINANCE CHARGE** and the amount was disclosed in the Credit Card Terms we sent you in your solicitation.)

6. **Credit Line.** Your initial total credit line and your initial cash advance credit line are disclosed on the cardmailers that come with your Card. Your cash advance credit line is a limited portion of your total credit line. We may increase or lower your total credit line and/or your cash advance credit line at any time based on information we obtain from you or your credit records, or based on your use of the Account. For example, if your use of the Account indicates you are having financial difficulties or may not repay us, we may lower your credit line. On the other hand, if you use your Account responsibly and maintain a good credit record, we may increase your credit line. Your current total credit line and your current cash advance credit line are disclosed in your statement each month.

Your monthly statement will also show, as of the statement date, your available credit for purchases and your available credit for cash advances. On any day, your available credit for purchases is normally the difference between your total credit line and your total Account balance. On any day, your available credit for cash advances is normally the difference between your cash advance credit line and your



**Your Billing Rights—  
Keep This Notice for Future Use**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us in Case of Errors or  
Questions About Your Bill**

If you think your bill is wrong, or if you need more information about an entry on your bill, write us, on a separate sheet, at our address for billing disputes listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following:

- Your name and Account number
- The dollar amount of the suspected error.
- A description of the error and an explanation, if possible, of why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

**Your Rights and Our Responsibilities After  
We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges. We can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

10

not be included in the Purchase Balance for the purpose of calculating finance charges for the billing cycle when fees are the only balance on the last day of the billing cycle. Cash advance fees are included in the Cash Advance Balance as of the date posted. Cash advances from other financial institutions and through Automated Teller Machines are included in your Cash Advance Balance as of the date made. If we send you a cash advance check and you use it, it will be included in your Cash Advance Balance as of the date presented to us. Other debits are included in your Purchase or Cash Advance Balance as of the date posted. Finance charges are added to your Purchase and Cash Advance Balances each day and are then posted on the last day of the billing cycle.

To figure the daily finance charge for purchases and the daily finance charge for cash advances, we start with your previous day's Purchase Balance and Cash Advance Balance, add all debits and subtract all credits for the current day to the applicable balance (as explained in the paragraph above), and multiply the net amount by the applicable daily periodic rate. The daily periodic rate for purchases and cash advances is 0.0657% (corresponding to an ANNUAL PERCENTAGE RATE of 23.99%). The finance charge for purchases is then added to and included in that day's Purchase Balance and the finance charge for cash advances is then added to and included in that day's Cash Advance Balance. We treat a credit balance for any day as zero. We determine the total finance charges for the billing cycle by adding together the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. In calculating finance charges, an adjustment will be made for any transaction or payment that would have affected the finance charge calculation in a prior billing cycle had it been posted in that cycle. The applicable daily periodic rate for such a transaction will be the rate in effect for the current billing cycle rather than the rate in effect on the date of the transaction. There is no period within which credit extended may be repaid without incurring a finance charge.

1